

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

TORY TAYLOR,

Plaintiff,

VS

**MHI SHARED SERVICES
AMERICAS INC. LONG TERM
DISABILITY PLAN and LIFE
INSURANCE COMPANY OF
NORTH AMERICA,**

Defendants.

Case No: 1:21-cv-2749

**COMPLAINT FOR REVIEW OF FINAL DECISION DENYING DISABILITY
INSURANCE BENEFITS TO PLAINTIFF**

Comes now the Plaintiff, Tory Taylor, by counsel, Melissa A. Davidson, and for his complaint for Damages against Defendants, MHI Shared Services Americas Inc. Long Term Disability Plan (“the Plan”) and Life Insurance Company of North America (“LINA”) states as follows:

I. Parties and Jurisdiction

1. That Plaintiff is a citizen of the State of Indiana residing in Johnson County.
2. That Defendant, the Plan, is a welfare benefit plan for the employees of MHI Shared Services Inc., a for-profit foreign corporation doing business in the State of Indiana.

3. That Defendant, LINA, is an insurance company doing business in the State of Indiana.

4. LINA issued the disability policy to the Plan that promises to pay disability benefits to employees if they are unable to work due to injury or illness.

5. LINA is a fiduciary of the Plan.

6. LINA processed and denied Plaintiff's disability claim.

7. LINA is both the claims adjudicator and payer of this claim.

8. LINA benefits financially from denying Plaintiff's claim.

9. LINA has a conflict of interest in this claim.

10. That this court has jurisdiction pursuant to the Employee Retirement Income Security Act 29 USCA 1132(e)(1).

II. Factual Allegations

11. That Plaintiff was an employee of MHI Shared Services Americas Inc., 1200 Mitsubishi Parkway, Franklin, Indiana 46131, where in his capacity as a production assembly associate, he was a participant in the Plan.

12. That Plaintiff applied for long-term disability benefits and after a period of payments was denied continuing benefits under the aforementioned insurance policy on or about April 16, 2021.

13. That Plaintiff administratively appealed this denial, as he suffers from numerous medical impairments that qualify him for continuing benefits under the terms of the Plan.

14. That Defendants have wrongfully refused to award Plaintiff continuing disability benefits and wrongfully withheld monies rightfully due Plaintiff as a disabled insured participant under his policy and the Plan.

15. Defendants' decision denying his disability benefits was arbitrary and capricious.

16. That as a result of Defendants' conduct, Plaintiff has been denied benefits rightfully due him under the Plan and has incurred Attorney fees in order to rectify the harm done to him.

WHEREFORE, Plaintiff herein, by counsel, respectfully prays for judgment against the Defendants, with interest, in an amount commensurate with his past due benefits, interest, reinstatement of his benefits, for Attorney fee reimbursement, and for all other just and proper relief in the premises.

Respectfully submitted,

/s/ Melissa A. Davidson

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